

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Robert Stewart
Robert Stewart
Debtors

Case No. 17-12048-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: CarolP
Form ID: pdf900

Page 1 of 1
Total Noticed: 2

Date Rcvd: Oct 16, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 18, 2018.

db +Robert Stewart, 6160 Newtown Avenue, Philadelphia, PA 19111-5928
db +Robert Stewart, MAILING ADDRESS, 2041 West Indiana Avenue, Philadelphia, PA 19132-1519

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 18, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 16, 2018 at the address(es) listed below:

CHRISTOPHER BOKAS on behalf of Debtor Robert Stewart ChristopherBokas@gmail.com,
paralegaledp@yahoo.com
JOSHUA DOMER on behalf of Creditor City of Philadelphia joshua.domer@phila.gov,
karena.blaylock@phila.gov
KEVIN G. MCDONALD on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com
KEVIN G. MCDONALD on behalf of Creditor MidFirst Bank bkgroup@kmlawgroup.com
MATTEO SAMUEL WEINER on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com
MATTEO SAMUEL WEINER on behalf of Creditor MidFirst Bank bkgroup@kmlawgroup.com
REBECCA ANN SOLARZ on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 9

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Robert Stewart	<u>Debtor</u>	CHAPTER 13
MIDFIRST BANK	<u>Movant</u>	
vs.		NO. 17-12048 MDC
Robert Stewart	<u>Debtor</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

AMENDED STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$1,976.74, which breaks down as follows;

Post-Petition Payments:	July 1, 2018 to August 1, 2018 at \$612.99/month
Suspense Balance:	\$280.24
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$1,976.74

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on September 1, 2018 and continuing through February 1, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$612.99 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$329.46 for September 2018 to January 2019 and \$329.44 for February 2019 towards the arrearages on or before the last day of each month at the address below;

MidFirst Bank
999 Northwest Grand Boulevard
Oklahoma City, OK 73118

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 11, 2018

By: /s/ Kevin G. McDonald
Kevin G. McDonald, Esquire

Date: October 5, 2018

Christopher Bokas
Christopher Bokas, Esquire
Attorney for Debtor

Date: 10/12/18

William C. Miller
William C. Miller, Esquire
Chapter 13 Trustee

NO POSITION
***without prejudice to any
trustee rights or remedies**

Approved by the Court this 16th day of October, 2018. However, the court retains discretion regarding entry of any further order.

Magdelene D. Coleman

Honorable Magdelene D. Coleman
U.S. Bankruptcy Judge